

AFTER RECORDING, RETURN TO:

CITY OF ARLINGTON
18204 59TH AVENUE NE
ARLINGTON, WA 98223

DEVELOPMENT AGREEMENT

DEVELOPER(S): Centennial Park 5J, LLC

GRANTEE(S): City of Arlington, Washington

LEGAL (Abbrev.): SEC 23 TWP 31 RGE 05SW1/4 SW1/4 SW1/4 EXC ANY PTN THOF LY WHN 172ND ST NE & 67TH AVE NE & EXC ANY PTN THOF LY S OF 172ND ST NE & ALSO EXC TH PTN THOFCONVYD TO CITY OF ARL PER DEED REC AF NO 9610250370

ASSESSOR'S TAX#: 31052300300800

REFERENCE #: Centennial Park 5J, LLC -PLN#543

The parties to this agreement are the City of Arlington, a Washington municipal corporation ("City"), and Centennial Park 5J, LLC, a Washington limited liability company ("Developer"). All references herein to Developer shall be deemed to include any successors and/or assigns of Centennial Park 5J, LLC. The parties do enter into the following agreement to promote the development of certain real property located within the City, upon the following terms and conditions ("Agreement").

1.0 RECITALS

1.1 Location of Property. Developer warrants that it controls certain real property located between 17215- 17327 67th Ave. NE, ARLINGTON, WA 98223, being more particularly described in Exhibit "B" (hereafter "the Property").

1.2 Zoning. The Property is zoned Neighborhood Commercial (NC) and located within a Mixed Use Overlay Zone, which allows the property to be utilized proportionately for both commercial/retail and high density residential uses.

1.3 Permanent Use. The Developer wishes to develop a Multi-Family Housing and Commercial Mixed-Use community on an 8.81 acre parcel, in accordance with the City's Mixed Use Development Regulations, Chapter 20.110 AMC, Ordinance No. 2017-021,

adopted on December 28, 2017 (“Mixed Use Development Regulations”).

1.4 Permanent Use of Unit Types. Buildings A, B, C, D, and O have incorporated live/work units within the building envelope. Live/work units are designed to provide for retail or commercial uses on the ground floor, while providing for residential occupancy on the upper floor. The developer has chosen to utilize a “flex” option for the live/work units, that requires the unit to be constructed as commercial space, but allows for only residential use for a limited period of time, up to five (5) years, from Certificate of Occupancy, until such time the market supports the commercial/retail use of the live/work units as approved in the CUP. Developer, prior to the five year sunset date, will provide the City with a Market Analysis showing that the commercial/retail use can, or cannot, be supported by the current market conditions. If such analysis does not support the commercial/retail use, then the City and Developer will negotiate an extension of the “flex” use upon the units. If the analysis does support the commercial/retail use, then the units must be fully utilized as live/work units within one (1) year from the sunset date of five (5) years.

1.5 Project Site Plan. Neither the Binding Site Plan or Short Plat process are being utilized because the subject parcel is being developed as a single parcel and owned by a single entity. A Development Agreement will be required to ensure that the intent and conditions of the Horizontal Mixed-Use Overlay are addressed in perpetuity. The project site has an underlining zoning of Neighborhood Commercial (NC), but the subject property will be developed under the City’s mixed use overlay, with a mix of residential and commercial uses. The Centennial Park Phase I consists of 14 3-story buildings, incorporating 157 housing units and 4,872 s. f. of Retail. The unit mix will provide 26 studio units, 61 1-bedroom units, 40 2-bedroom units, and 30 3-bedroom units. Phase II consists of 3 3-story buildings, incorporating 45 residential units, and 2,793 s. f. of Retail. The unit mix will provide 4 studio units, 17 1-bedroom units, 12 2-bedroom units, and 12 3-bedroom units. All units are Market Rate. Amenities to be included on-site are mini parks, walking trails, community room, pool, and Dog Park. The project was divided into two separate phases because of issues that arose regarding the disposition of a relict channel across the southern boundary of the subject property, the City’s critical areas ordinance and how mitigation would be accomplished to allow for a reduction of the critical area buffer. The final configuration was adjusted to include a total of 202 multifamily residential units in 3-story configuration and 7,665 square-feet (SF) of retail space. All other amenities remained the same. Phase I is depicted in Exhibit “A” and Phase II in Exhibit “A-1”. Exhibits A and A-1 are together referred to herein as the “Approved Site Plan”.

1.6 Traffic Impact Fees. The final Traffic Impact Analysis (TIA) was revised to address reconfiguration from 2 story units to some 3 story units which resulted in a slight reduction of Traffic Impact Fees (TIF). The final TIF for the project is as follows; Multifamily Housing (Mid-Rise), 202 units - \$298,595.00, equivalent to \$1,478.19 per unit. Shopping Center, 7,665 SF - \$63,745.00, equivalent to \$8.32 per SF. The Centennial Park development is anticipated to generate 108 new PM peak-hour trips. These trips result in a City of Arlington traffic mitigation fee of \$362,340.00.

1.7 Dedication. The dedication of real property for Public Right of Way purposes (to construct the Road Improvements and Frontage Improvements) must occur on or before issuance of a certificate of occupancy for the first building within Phase I of the Development. The Developer shall provide performance security for the Road Improvements in a form acceptable to the City per AMC 20.12 Part IX.-Security Mechanisms, until such time as the Road Improvements are accepted by the City of Arlington. Dedication of property was not required at this time, but future dedication may be required by WSDOT in conjunction with the SR 531 widening project. The City and Developer have agreed to the dedication of real property by 5 J Williams Family LLC, an affiliate of Developer, from parcel APN 31052800100700, with the legal description of area to be dedicated, provided in Exhibit "C". Dedication of subject property must occur prior to, or in concert with the approval of this Development Agreement.

1.8 Variance/Mitigation. As a part of Phase II development, Williams Investment applied for a variance to reduce the buffer width associated with the relict stream channel upon the southern boundary of the project. While there are in-channel enhancements being made onsite as mitigation for the buffer reduction, not all the mitigation could be performed onsite. The City has agreed to allow the additional required mitigation (offsite mitigation) to occur on a separate parcel of land owned by 5J Williams Family LLC, located at the headwaters of Hayho Creek. A Mitigation Plan was prepared by Soundview Consultants LLC for both the onsite and offsite mitigation requirements for the relict channel/ buffer reduction, associated with Centennial Park Phase II.

1.9 Benefits. The City recognizes the public benefits which will occur from the permanent, mixed-use development of the property as proposed by the Developer. Likewise, the developer recognizes the benefit that the City's Mixed-Use Development Regulations provide to allow for a combination of retail and residential development upon commercially zoned properties.

1.10 Consistency with Development Regulations. The City and the Developer wish to ensure that the Property will be developed in accordance, specifically, with the provisions of the Mixed Use Development Regulations, and in compliance with all applicable City codes, plans, and development regulations, and in a manner acceptable to the City. These include, but are not limited to, the current edition of the Arlington Comprehensive Plan (December 2019) and the Arlington Municipal Code (AMC) specifically including, but not limited to, Water and Sewers (Title 13), Fire Regulations (Title 15), Buildings and Construction (Title 16), Zoning (Title 20) and the most current edition of the City of Arlington Construction Standards and Specifications.

1.11 The City and Developer have entered into this Development Agreement knowingly and voluntarily and agree to be bound by the terms and conditions of this Development Agreement.

1.12 The City and the Developer agree that the foregoing terms and recitals are material to this Development Agreement, and that each party has relied on the material nature of such terms and recitals in entering this Development Agreement.

1.13 The City Council has authorized the Mayor or City Administrator to enter into this Agreement following a public hearing held in accordance with RCW 36.70B.200.

2.0 ADOPTION OF REQUIREMENTS OF CITY CODE

2.1 The parties agree as follows regarding the conditions of approval required by AMC 20.39.060:

- a. **A site plan for the entire project, showing locations of sensitive areas and buffers, required open spaces, perimeter buffers, location and range of densities for residential development, and location and size of nonresidential development:** The parties agree to, and incorporate by reference herein, the provisions of the Approved Site Plan, and all conditions thereof related to the conditional use permit and Approved Site Plan.
- b. **The expected build-out time period for the entire project and the various phases:** The term of this agreement shall be for a period of five (5) years from the date hereof. The parties may extend this agreement by written agreement, provided the same is approved by the City Council.
- c. **Project phasing and other project-specific conditions to mitigate impacts on the environment, on public facilities and services including transportation, utilities, drainage, police and fire protection, schools, and parks:** the development of the subject property shall be conducted in two phases. The City shall follow all requirements of the State Environmental Policy Act (SEPA) and all applicable city and state regulations, including the then-applicable city mitigation requirements.
- d. **A yearly evaluation of the project status and phasing shall be provided by the applicant and reviewed with city staff:** The Developer shall provide a written summary of development status for phase I and phase II to the City not less than annually during the term of this agreement.
- e. **All agreements shall be reviewed during each ten-year update of the comprehensive plan to ensure every project maintains consistency with the city's goals and policies:** The parties agree that the City shall take the provisions of this agreement into consideration when developing any update to its comprehensive plans.
- f. **Road and storm water design standards that shall apply to the various phases of the project:** The road and storm water design standards that shall apply to the various phases of the project shall be those provisions of the City codes, plans, and development regulations, including, but are not limited to, the current edition of the Arlington Comprehensive Plan (December 2019; the City's Mixed Use Development Regulations in effect as of the date of this ordinance; and

all other provisions of the Arlington Municipal Code (AMC) as of the date of the submission of a complete building permit application specifically including, but not limited to, Water and Sewers (Title 13), Fire Regulations (Title 15), Buildings and Construction (Title 16), Zoning (Title 20); and the most current edition of the City of Arlington Construction Standards and Specifications effective as of the date of the submission of a complete building permit application.

- g. Bulk design and dimensional standards that shall be implemented throughout subsequent development within the project:** The parties agree that all development shall strictly conform to the City's Mixed Use Development Regulations in effect as of the date of this agreement. The Developer agrees that all buildings upon the subject property shall share a commonality between the building forms and architectural features, so that the entire development shall appear to be well planned, designed and constructed, despite any lapse of time in the full development of the subject property.
- h. The size and range of uses authorized for any nonresidential development within the project:** A minimum of fifty percent (50.0%) of the land included within the Binding Site Plan shall be developed for residential purposes, and the balance may be utilized for non-residential development permitted under the City's zoning code.
- i. The minimum and maximum number of residential units for the project:** The parties agree that maximum densities will be governed and limited by development requirements including, but not limited to, requirements for Open Space, Park/Civic Space, Parking, dimensional requirements, and the like. Nonetheless, the parties estimate that a minimum density of fifteen (15) dwelling units per acre shall be achieved.
- j. Any sewer and/or water comprehensive utility plans or amendments required to be completed before development can occur:** Not applicable.
- k. Provisions for the applicant's surrender of an approved development agreement before commencement of construction or cessation of development based upon causes beyond the applicant's control or other circumstances, with the property to develop thereafter under the base zoning in effect prior to the development agreement approval.** Should the Developer fail to construct phase 1 and phase II in accordance with the terms and conditions of the Conditional Use Permit within the term of this agreement (5 years from the date hereof) or any extension of this Agreement, this Agreement shall expire and be of no further force or effect, and any future development shall comply with all City development regulations then in effect.

3.0 Frontage Improvements

3.1 Required Frontage Improvements. The City and Developer agree that frontage improvements along both 67th Ave. NE. and 172nd St. NE. shall be constructed by the Developer at the Developer's expense upon and across the subject property as illustrated in Exhibit A. The frontage improvements shall be constructed per the approved engineered

drawings for the Centennial Park phase I and phase II (permit # PWD -1860, PWD - 2427). The elements of said improvements, shall consist of, but not be limited to, curb/gutter, sidewalk, asphalt concrete paving and sub grade features, storm drainage, street lighting, planted medians, pavement markings, signage, street trees and landscaping, all constructed in full compliance with city codes and the City of Arlington Construction Standards and Specifications in effect at the time of permit application. The Developer recognizes that construction of the frontage improvements shall be required to be completed on or before issuance of a certificate of occupancy for each phase of the project as proposed on the approved site plan.

3.2 Compliance with State Law. The implementation of the provisions in this Agreement for required Road Improvements will be done in a manner that is consistent with applicable Washington law, including the City of Arlington impact fee ordinances.

4.0 CERTAINTY OF DEVELOPMENT AGREEMENT

4.1 Development Agreement Deemed Controlling. This Agreement, once recorded, and any terms, conditions, maps, notes, references, or regulations which are a part of the Agreement shall be considered enforceable elements of the Arlington Municipal Code. In the case of an explicit conflict with any other provisions of the Arlington Municipal Code, this Agreement shall take precedence. Unless otherwise provided by this Agreement, the City's ordinances, resolutions, rules and regulations, and official policies governing permitted land uses, density, design, improvement, and construction standards shall be those City ordinances, resolutions, rules and regulations, and official policies in force at the time of the execution of this Agreement.

4.2 Subsequent Actions. This Agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the subject property at the time of this Agreement, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies.

4.3 Changes in the Law. In the event that state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one (1) or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended in accordance with Section 6.4 as may be necessary to comply with such state or federal laws or regulations following modification procedures in Section 6.5 for an amendment or cancellation.

4.4 Emergency Situations. The City may suspend the issuance of building permits for the planned Project, if it finds that continued construction would place surrounding residents or the immediate community, or both, in a condition dangerous to their health or safety, or both, provided that Developer shall be granted reasonable opportunity to mitigate any such conditions and to proceed with the project.

5.0 DISPUTE RESOLUTION

5.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Developer, the principal of the project applicant, and the City Administrator shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information. The parties agree that any meetings so held shall be privileged as specified in RCW 7.07.030, regardless of whether a mediator is involved in the discussions.

5.2 Decision of City Administrator. In the event the parties are unable to reach agreement as to any dispute, the City Administrator shall issue his or her written determination concerning the disputed issues, which shall be the final decision of the City.

5.3 Judicial Appeal. Any aggrieved party may appeal the decision of the City Administrator to the Snohomish County Superior Court, or as may otherwise be allowed by law and court rules.

6.0 GENERAL PROVISIONS

6.1 Recording. This Agreement shall, following approval by the City Council, be filed as a matter of public record in the office of the Snohomish County Auditor and shall be in the nature of a covenant running with the Property. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land as to Developer's Property.

6.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington. Venue for any legal action brought hereunder shall be in the Snohomish County Superior Court.

6.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The parties acknowledge that Developer shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the property. Consent by the City shall not be required for any transfer or rights pursuant to this Agreement.

6.4 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement intent of the parties to the maximum extent allowable under law.

6.5 Modification. This agreement may be amended, modified or terminated in

conformity with the requirements of RCW 36.70B.170-200, and other applicable laws, rules or regulations, and upon mutual consent of the parties, which mutual consent of the parties shall be evidenced by a written agreement therefore, signed by the parties hereto.

6.6 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. None of the provisions of this Agreement shall be merged by the Statutory Warranty Deeds or dedication of the Property.

6.7 Duty of Good Faith. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement. The parties shall execute any additional documentation reasonably required to carry out the intent and obligations under this Agreement.

6.8 Disclosure upon Transfer. Developer agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, Developer shall disclose the existence of this Agreement to the interested party.

6.9 No Presumption against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this agreement.

6.10 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party and be either (1) delivered personally, (2) sent by email transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

City of Arlington
8204 59th Avenue NE
Arlington, WA 98223
Attn: Marc Hayes
Email: mhayes@arlingtonwa.gov
Fax:

If to the Developer:

Centennial Park 5J, LLC

2517 Colby Ave.
Everett, WA 98201
Attn: Jari Williams
Email: jari@williamsinvest.com

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

6.11 Term. Unless extended this Agreement shall automatically expire and the obligations of the parties cease five(5) years after the date of its execution, without the need for further act or documentation. The parties acknowledge and agree that this Agreement may be extended if necessary.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures.

City (Grantee):

Developer (Developer):
Centennial Park 5J, LLC,
a Limited Liability Company

Date: _____

Date: _____

CITY OF ARLINGTON

Date: _____

Mayor Barbara Tolbert

Approved as to Form:

Steven Peiffle, City Attorney



CONSULTANT:

REGISTRATION STAMPS:



PROJECT IDENTIFICATION:

Centennial Park in the City of Arlington
 FOR
 Centennial Park 5J LLC
 AT
 172nd St SE and 67th Ave NE
 Arlington, WA 98223
 CUP REVISION
 07/06/2019

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PROJECT NUMBER:
 2018-015

REVISIONS:

| MARK | DATE | DESCRIPTION |
|------|------------|------------------------|
| A | 02/25/2019 | CONDITIONAL USE PERMIT |
| B | 04/29/2019 | CUP REVISION |
| C | 07/06/2019 | CUP REVISION |

PROJECT TEAM:
 PRINCIPAL IN CHARGE: MS
 PROJECT MANAGER: DH
 PROJECT ARCHITECT: DH
 JOB CAPTAIN: SZ

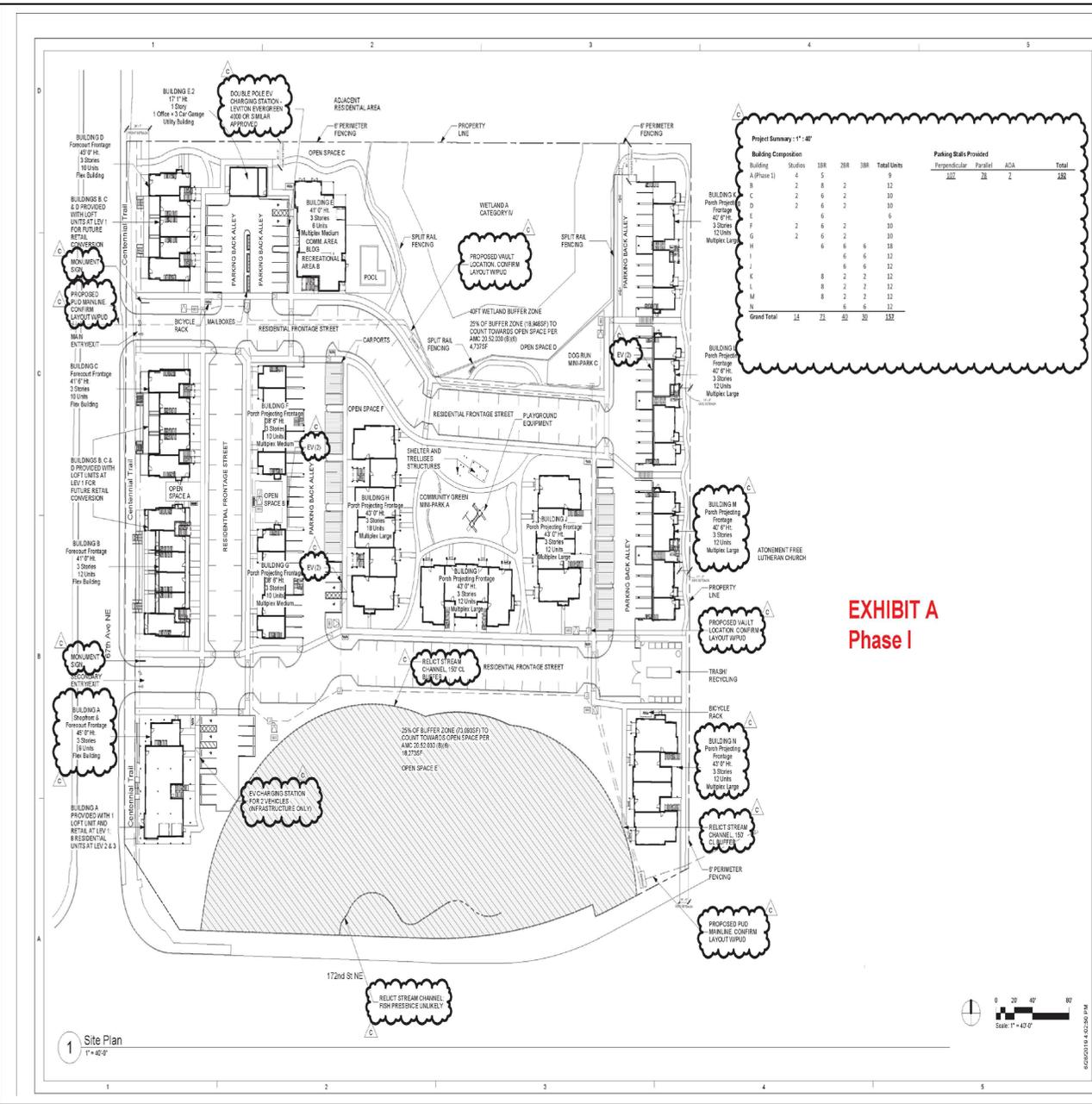
DRAWING TITLE:
 Site Plan

DRAWING NUMBER:
 SD1.0

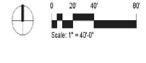
Project Summary - 11' x 40'

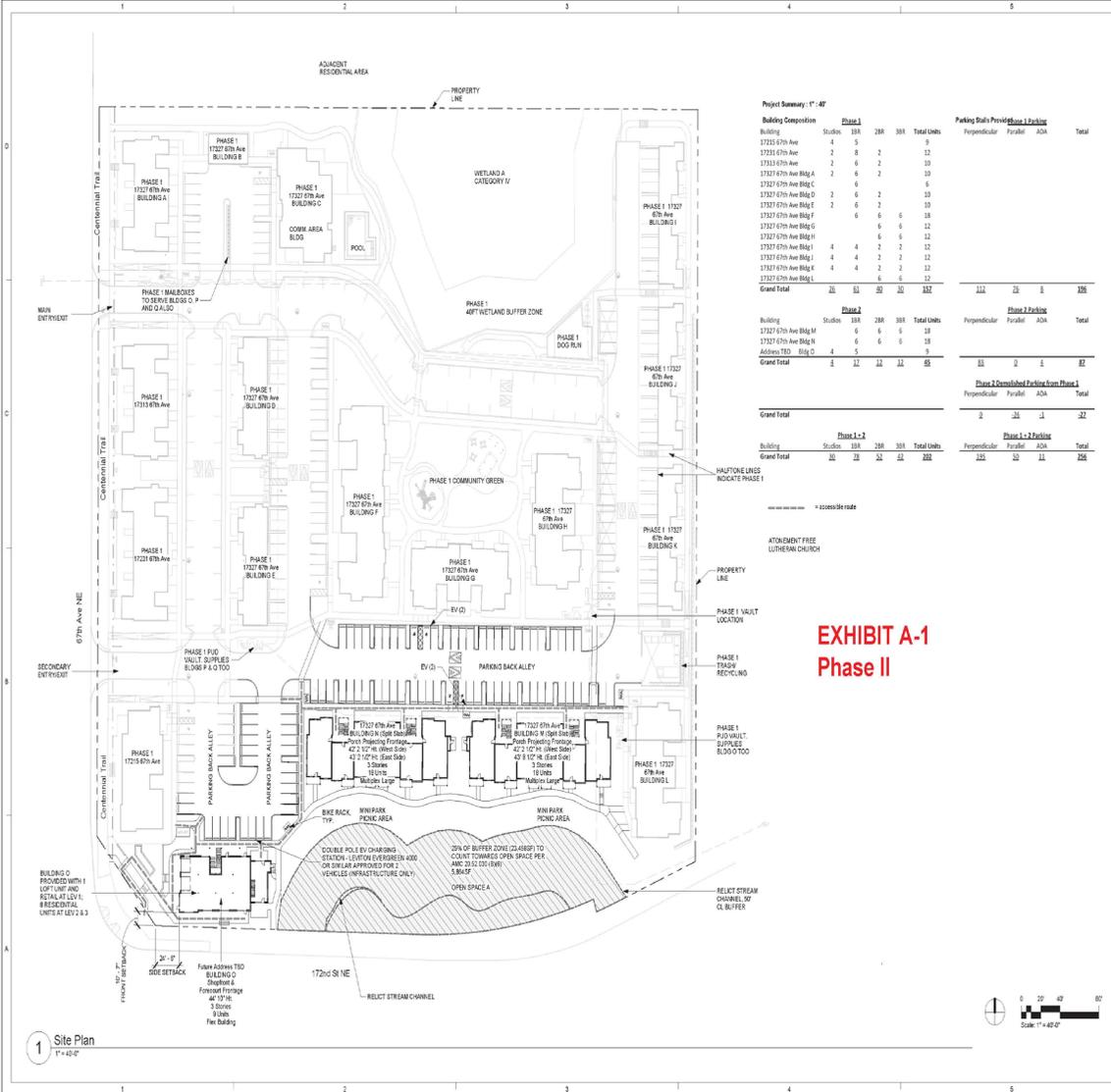
| Building Composition | Stories | Parking Slats Provided | | | Total Units |
|----------------------|-----------|------------------------|-----------|-----------|-------------|
| | | Perpendicular | Parallel | ADA | |
| Building A (Phase 1) | 4 | 5 | 2 | 2 | 9 |
| B | 2 | 8 | 2 | 2 | 12 |
| C | 2 | 6 | 2 | 2 | 10 |
| D | 2 | 6 | 2 | 2 | 10 |
| E | 3 | 6 | 2 | 2 | 10 |
| F | 2 | 6 | 2 | 2 | 10 |
| G | 2 | 6 | 2 | 2 | 10 |
| H | 6 | 6 | 6 | 6 | 18 |
| I | 6 | 6 | 6 | 6 | 18 |
| J | 6 | 6 | 6 | 6 | 18 |
| K | 8 | 2 | 2 | 2 | 12 |
| L | 8 | 2 | 2 | 2 | 12 |
| M | 8 | 2 | 2 | 2 | 12 |
| N | 6 | 6 | 6 | 6 | 18 |
| Grand Total | 11 | 71 | 30 | 30 | 182 |

EXHIBIT A
 Phase I



1 Site Plan
 1" = 40'-0"





Project Summary: 17' 48"

| Building | Stories | Phase 1 | | | Phase 2 Parking | | | |
|-----------------------|-----------|---------------|-----------|-----------|-----------------|-----------|----------|------------|
| | | Perpendicular | Parallel | ADA | Perpendicular | Parallel | ADA | |
| 17231 67th Ave | 4 | 5 | 2 | 9 | | | | |
| 17231 67th Ave | 2 | 8 | 2 | 12 | | | | |
| 17231 67th Ave | 2 | 6 | 2 | 10 | | | | |
| 17231 67th Ave Bldg A | 2 | 6 | 2 | 10 | | | | |
| 17231 67th Ave Bldg C | 2 | 6 | 2 | 10 | | | | |
| 17231 67th Ave Bldg D | 2 | 6 | 2 | 10 | | | | |
| 17231 67th Ave Bldg E | 2 | 6 | 2 | 10 | | | | |
| 17231 67th Ave Bldg F | 6 | 6 | 6 | 18 | | | | |
| 17231 67th Ave Bldg G | 6 | 6 | 6 | 18 | | | | |
| 17231 67th Ave Bldg H | 6 | 6 | 6 | 18 | | | | |
| 17231 67th Ave Bldg I | 4 | 4 | 2 | 12 | | | | |
| 17231 67th Ave Bldg J | 4 | 4 | 2 | 12 | | | | |
| 17231 67th Ave Bldg K | 4 | 4 | 2 | 12 | | | | |
| 17231 67th Ave Bldg L | 4 | 4 | 2 | 12 | | | | |
| 17231 67th Ave Bldg M | 6 | 6 | 6 | 18 | | | | |
| 17231 67th Ave Bldg N | 6 | 6 | 6 | 18 | | | | |
| Address TBD - Bldg O | 4 | 5 | 8 | | | | | |
| Grand Total | 26 | 61 | 20 | 82 | 111 | 28 | 8 | 306 |

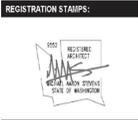
| Building | Stories | Phase 1 | | | Phase 2 Parking | | | |
|-----------------------|-----------|---------------|-----------|-----------|-----------------|-----------|----------|------------|
| | | Perpendicular | Parallel | ADA | Perpendicular | Parallel | ADA | |
| 17231 67th Ave Bldg M | 6 | 6 | 6 | 18 | | | | |
| 17231 67th Ave Bldg N | 6 | 6 | 6 | 18 | | | | |
| Address TBD - Bldg O | 4 | 5 | 8 | | | | | |
| Grand Total | 16 | 22 | 22 | 44 | 82 | 28 | 8 | 132 |

| Building | Stories | Phase 1 & 2 | | | Phase 3 & 4 Parking | | | |
|-----------------------|-----------|---------------|-----------|-----------|---------------------|-----------|----------|------------|
| | | Perpendicular | Parallel | ADA | Perpendicular | Parallel | ADA | |
| 17231 67th Ave Bldg M | 6 | 6 | 6 | 18 | | | | |
| 17231 67th Ave Bldg N | 6 | 6 | 6 | 18 | | | | |
| Address TBD - Bldg O | 4 | 5 | 8 | | | | | |
| Grand Total | 16 | 22 | 22 | 44 | 82 | 28 | 8 | 132 |

**EXHIBIT A-1
Phase II**



CONSULTANT:



PROJECT IDENTIFICATION:
 Centennial Park in the City of Arlington
 FOR
 Centennial Park 5J LLC
 AT
 17231 67th Ave NE
 Arlington, WA 98223

CUP
 11/09/2020

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PROJECT NUMBER:
 2019-030

REVISIONS:

| MARK | DATE | DESCRIPTION |
|------|------------|-------------|
| 1 | 11/09/2020 | 001 |

PROJECT TEAM:
 PRINCIPAL IN CHARGE: MS
 PROJECT MANAGER: CM
 PROJECT ARCHITECT: CM
 JOB CAPTAIN: ST

DRAWING TITLE:
 Site Plan

DRAWING NUMBER:
 SD1.0

**EXHIBIT B
Legal Parcel**



- LEGEND**
- ⊕ FOUND MONUMENT AS DESCRIBED
 - ⊕ FOUND CORNER AS DESCRIBED
 - CATCH BASIN
 - ⊕ SANITARY SEWER MANHOLE
 - ⊕ WATER VALVE
 - ⊕ WATER METER
 - ⊕ FIRE HYDRANT
 - ⊕ POWER POLE
 - ⊕ UTILITY RISER
 - ⊕ TRAFFIC SIGNAL BOX
 - ⊕ TEL. POLE
 - ⊕ CABLE TIE BOX
 - ⊕ UTILITY BOX

BENCH MARK - (DATUM NAVD 88)
CONCRETE MON. IN CASE WITH BRASS DISK
LOCATED AT THE INTERSECTION OF 67TH AVE.
N.E. AND 172ND ST. N.E.
ELEV. = 139.29

EXISTING LEGAL DESCRIPTION:
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT ANY PORTION THEREOF LYING WITHIN 172ND STREET N.E. (DUNNIPER-GREENWOOD ROAD) AND 67TH AVENUE N.E. (W. BROCKHAMMER-STILLGUMMSHAW ROAD); AND
EXCEPT ANY PORTION THEREOF LYING SOUTH OF 172ND STREET N.E.; AND
EXCEPT THAT PORTION COVERED TO THE CITY OF ARINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 861020376, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
SITuate IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**TOPOGRAPHIC SURVEY
for
WILLIAM INVESTMENTS, LLC**

A Portion of the S.W. 1/4 of the S.W. 1/4 of Section 23, Township 31 North, Range 5 East, W.M. Snohomish County, Washington

**Tri-County
Land Surveying Company**
4810 200th St., S.W. Suite A
Lynnwood, Wa. 98035 (425)776-2926 Fax:776-28

| | | |
|----------------|-----------------|-----------------|
| DRAWN BY: B.H. | DATE: MAY, 2019 | JOB NO.: 18-123 |
|----------------|-----------------|-----------------|

